

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

CITIBANK, N.A., AS TRUSTEE, FOR
THE BENEFIT OF THE HOLDERS OF
CF 2020-P1 MORTGAGE TRUST
COMMERCIAL MORTGAGE
PASSTHROUGH CERTIFICATES,
SERIES 2020-P1,

Plaintiff,
v.

HELLO FLATBUSH LLC, ELI KARP,
THE CITY OF NEW YORK
ENVIRONMENTAL CONTROL BOARD,
AND JOHN DOE NO. I THROUGH JOHN
DOE NO. XXX, INCLUSIVE, THE LAST
THIRTY NAMES BEING FICTITIOUS
AND UNKNOWN TO PLAINTIFF, THE
PERSONS OR PARTIES INTENDED
BEING THE TENANTS, OCCUPANTS,
PERSONS, OR CORPORATIONS, IF
ANY, HAVING OR CLAIMING AN
INTEREST IN OR LIEN UPON THE
PREMISES DESCRIBED IN THE
COMPLAINT,

Defendants.

Case No. 1:23-cv-10920-AS

**ORDER COMPELLING COMPLIANCE
WITH RECEIVER ORDER**

THIS MATTER having been opened to the Court by Motion of McCarter & English, LLP, attorneys for Court-Appointed Receiver, Newmark & Company Real Estate, Inc. with John A. Rothschild, Jr. as its agent (the “Receiver”) for an Order Compelling Defendants Hello Flatbush LLC (the “Borrower”) and Eli Karp (the “Guarantor”), (1) to comply with the Court’s February 14, 2024 Receiver Order (as modified thereafter) and turn over accounts and funds and required documents and information by a date certain or (2) be held in contempt and assessed sanctions and (3) for such other and further relief as the Court deems just; and the Court having reviewed and

considered the Motion, the Affidavit of John A. Rothschild, and the Memorandum of Law in

Support; and for other good cause appearing;

On April 3, 2024, the Court warned that if Defendant fails to issue an appearance in this case and respond to Plaintiff's motion by April 8, 2024, the Court will issue the requested relief. Dkt. 43. To date, Defendant has not issued any response or requested an extension of time to file an opposition.

IT IS ORDERED that:

1. The Borrower must immediately comply with the Receiver Order.
2. Within 8 calendar days of this Order, the Borrower shall turn over to the Receiver all accounts, funds, documents and information in the Receiver Order, including without limitation:
 - a. Security deposits and an accounting of deposits paid, disbursed or credited for any tenant;
 - b. Insurance policies, a 5-year loss run report and a certificate showing that the Borrower added the Receiver as an additional insured;
 - c. Lease for the retail space;
 - d. Vendor contracts specifically related to the Property;
 - e. Copies of all other leases and lease amendments;
 - f. Contact information for a Borrower representative to act as liaison for the Receiver for any additional information needed;
 - g. Information and access to the Rhino Security Deposit insurance program;
 - h. Copies of all Real Property Income & Expense Reports;
 - i. Bank account statements for the last 8 months; and
 - j. All rent control, rent regulation documentation and reporting pertaining to the Property.
3. If Borrower fails to comply with paragraph 2 of this Order, the Court shall hold it in contempt and issue sanctions against the Borrower, including daily fines
4. The Receiver is also entitled to attorney's fees and may submit an affidavit to the Court detailing all attorneys' fees and costs incurred as result of the Borrower's non-compliance.
5. The Receiver's counsel shall serve a copy of this Order on all parties or their counsel within 3 days.

The Clerk of Court is directed to terminate the motion at Dkt. 39.



ARUN SUBRAMANIAN, US.D.J.

Dated: April 9, 2024